Article 11-NTE
Annual Evaluation
of Non-Tenure Eligible Bargaining Unit Faculty
(University, January 12, 2018)

11.1 The purpose of the University evaluation procedure described herein is twofold: to facilitate the professional development of Bargaining Unit Faculty; and to inform decisions regarding merit pay, reappointment to a different department, dismissal, and promotion. In this Article, whenever a reference to “department” is made, it shall be understood that this refers to the college in the College of Nursing and Health and the Lake Campus. For jointly appointed Bargaining Unit Faculty, “department” refers to the Member’s “primary” department, which is the academic unit in which a Member is appointed more than 50% (see Section 11.2.10).

11.2 Except as noted in Sections 11.2.8-11.2.8.1 and 11.6.2, the Department Chair shall conduct an annual evaluation of every Bargaining Unit Faculty Member’s performance for the previous three calendar years in accordance with the teaching and service criteria set forth in Sections 11.3.1-11.3.2.2. If the Member has completed less than three calendar years of service, the Chair’s evaluation will cover that period of time.

When a Member is assigned teaching or service outside the department, the Department Chair may request that the person to whom the Member reports when conducting such work (including Directors who are Bargaining Unit Faculty Members) provide feedback about the Member’s teaching or service. Chairs, Directors and others to whom the Member reports may offer unsolicited feedback, which the Chair will consider when conducting the annual evaluation of that Member.

Just as a Department Chair has the right to visit classes taught by Bargaining Unit Faculty Members in her or his department, Program Directors and Department Chairs have the right to visit a Member’s class that is offered in their Program or Department.

11.2.1 Except for those covered under Sections 11.2.8-11.2.8.1, for both teaching and service, the Chair will provide a written evaluation and assign a score of 0 = “unsatisfactory,” 1 = “conditional merit,” 2 = “high merit,” or 3 = “exceptional merit.” The Chair’s evaluation will be based on:

a) the criteria set forth in Sections 11.3.1 through 11.3.2.2.1;
b) the Member’s assigned workload;
c) the Member’s Faculty Activity Reports; and
d) other written materials available to the department chair and provided to the Member pursuant to Section 11.4.2.

11.2.1.1 Before the annual evaluations are provided to BUfMs, the Dean will make adjustments, as necessary, so that the assigned scores are consistently applied across the college.
11.2.2 Faculty whose performance in the previous three calendar years meets reasonable expectations of their assigned workload as specified in the criteria listed below receive the “high merit” score of two (2).

**Teaching**
- Mostly positive student evaluations
- Satisfies all essential teaching related behaviors from the list in Section 11.3.1.1

**Service**
Faculty with intensive teaching (no course reduction for significant service):
- Meets expectations for routine service as described in Section 11.3.2.1

Faculty with standard teaching (a course release for significant service):
- Meets expectations for routine service as described in Section 11.3.2.1 and
- Meets expectations for significant service as described in Section 11.3.2.2.

11.2.3 A merit score of one (1), “conditional merit,” is assigned when the Member’s overall performance in the previous three years is below the expectations for “high merit” in the given category. Indicators of “conditional merit” include—

**Teaching**
- A significant number of student complaints and criticism directly related to the essential teaching related behaviors, or
- Minor shortcoming(s) in 3 or more essential teaching related behaviors, or
- Significant deficiencies in at least one essential teaching related behavior

**Service**
Faculty with intensive teaching (no course reduction for significant service):
- Falls short of meeting reasonable expectations of routine service

Faculty with standard teaching (a course release for significant service):
- Quantity of service contributions represents less than the minimal requirements for significant service, or
- Quality of service contributions is clearly below reasonable expectations

11.2.4 A merit score of three (3), “exceptional merit,” is assigned when the Member’s overall performance in the previous three years is substantially above the expectations for “high merit” in the given category.

**Teaching**
In addition to fully meeting the criteria for “high merit,” the Member is recognized by students and faculty for her or his unusually strong contributions to student success.
- Recognizing the Member as rigorous and challenging, students seek out her or his classes.
- Former students often credit the Member for their academic and professional success.
• Faculty colleagues recognize the Member's unusually strong contributions to teaching.
• The Member has received national recognition for her or his teaching.

Service
Faculty with intensive teaching (no course reduction for significant service):
• Meets the requirements for significant service

Faculty with standard teaching (a course release for significant service):
• The quantity of documented service contributions clearly exceeds the requirements for significant service, and
• The service includes significant leadership contributions resulting in substantial positive impact on the university, college, or department.

11.2.5 A merit score of zero (0), "unsatisfactory," is assigned when—

Teaching
• The Member's teaching is seriously deficient (ongoing failure to meet essential teaching related behaviors)

Service
• The Member contributes little or no service or the service contributions are clearly ineffective or unproductive.

11.2.6 The Department Chair will then assign to each area a workload based on the percentage from the appropriate range-workload category below that gives the Member the maximum possible overall average. Using the scores (0-3) for teaching and for service, and the percentage assigned for each area, the University will calculate an overall score rounded to the nearest 10th.

Intensive teaching Workload (no course reduction for significant service)

Teaching  80-90%
Service  10-20%

Standard teaching Workload (a course release for significant service)

Teaching  70-80%
Service  20-30%

Alternative Workload (Equivalent combinations of teaching and service with percentage weightings, as agreed to by the Member and the Department Chair).

Changing Workload.
If the Member's workload changes during the three-year period, the chair will make a good faith effort to adjust the expectations and percentages proportionately.

11.2.6.1 The Chair may assign a different weighting from those listed above in either of the following situations:
   a) The Chair is imposing discipline pursuant to Article 14.
   b) The Chair is acting to correct a pattern of substandard performance extending for more than one year.

11.2.7 For Members who became Bargaining Unit Faculty Members or returned to the Bargaining Unit on or after January 1 of the preceding year the provisions of Sections 11.2 through 11.2.6.1 will not apply, however,
   - the Member’s teaching was unsatisfactory, or
   - the Member requests in writing to have integers assigned in accordance with the provisions of Section 11.2.1.
   In all cases, the chair will provide a written evaluation of the Member’s teaching and service to the extent it is feasible to do so. Such Members will be eligible for merit pay unless their teaching was unsatisfactory.

11.2.8. The Provost will conduct the annual evaluation of Members who are budgeted 75% or more outside their home department and who report directly to a provost or a vice president for more than one academic semester of the most recent year being evaluated. Each evaluation will be conducted in accordance with criteria that are contained in the Member’s job description and that are described in annual goals signed by the Bargaining Unit Faculty Member and the provost or vice president to whom she or he reports in the letter of appointment for that position.

11.2.8.1 The Members evaluated by the Provost pursuant to Section 11.2.8 shall be considered as a department for purposes of annual evaluation pursuant to Section 11.2 and as a college for the distribution of merit raises pursuant to Section 11.7. The provost or vice president to whom each Member reports shall submit to the Provost a written evaluation of that Member based on the job description and signed goals. The Provost will assign merit scores consistent with these evaluations.

11.2.9 For a Member who was on approved sick or military leave for one or more semesters during the three previous calendar years, the Department Chair’s evaluation will not penalize the Member for having taken such leave but will be based upon the part of the previous three calendar years during which the Member was not taking such leave.

11.2.10 When evaluating Members who are jointly appointed (Section 11.1), Department Chairs of the Member’s primary department should solicit information from the Chair of the department in which a Member’s appointment is less than 50%. Information received is subject to Section 11.4.2.
11.2.11 When evaluating a Member who is assigned 40% or more to service or administrative responsibilities outside his or her primary department, the Department Chair should solicit information from the dean, provost or vice president to whom the Member reports.

11.3 Teaching and Service Criteria for Annual Evaluation.

11.3.1 Teaching

11.3.1.1 Essential teaching-related behaviors include, but are not limited to the following:

a. preparation and distribution of syllabi
b. meeting class on a consistent basis, including on-time arrival and dismissal
c. professional classroom behavior
d. effective organization of course content and lectures
e. effective communication with students in and out of the classroom
f. effective delivery of appropriate content material
g. effective processes and materials for evaluating student learning
h. meeting the reasonable needs of students and advisees through availability during scheduled office hours, appointments, and online (when teaching distance learning)
i. teaching material that is current with the discipline

When evaluating assigned teaching for which the foregoing behaviors are not fully applicable, such as graduate student supervision, laboratory responsibilities, clinical instruction, service learning activities or fine and performing arts instruction. Department Chairs will adapt the essential teaching-related behaviors such that they are appropriate to the reasonable expectations for the specific teaching assignment.

11.3.2 Service:

11.3.2.1 Routine Service: All Bargaining Unit Members are obligated to perform "routine service," which refers to basic faculty engagement in shared governance at the departmental level. The routine service obligation can be met by regular attendance at departmental meetings (an obligation regardless of other service that Members may perform) plus effective service on one reasonably active departmental committee (e.g., a committee dealing with curricular matters or program assessment), or the equivalent. Equivalent activities include serving on committees outside the department, working within programs and departments, assisting in developing and coordinating the curriculum, participating in program assessment, and other activities. These opportunities for "routine service" may vary across the University, but the magnitude of the "routine service" obligation does not vary significantly from unit to unit.

11.3.2.2 Significant Service: Members who have a reduced teaching load for "significant service" are expected to perform "significant service," which must include "routine service" specified above and other university service activities, and may also include service to the community or the profession in ways that rely upon a Member's professional expertise. All such service should either support and further the mission, goals or strategic plans of the department, college, or University, or address the needs of the community or the profession in ways that rely
upon a Member's professional expertise. Whatever the number of activities, however, "significant service" is characterized more by quality than by quantity, and it should make a significant contribution to the department, college, University, community, or profession. Active and engaged involvement in appropriate committees, participation in appropriate faculty searches, participation in important college and university governance structures, leadership in aspects of department, college, or university life, and work in professional organizations, among other things, are all examples of "significant service." See Section 11.3.2.2.1 below for a more extensive list of examples. These opportunities for "significant service" may vary across the University, but the magnitude of the "significant service" obligation does not vary significantly from unit to unit. Since in relation to total workload, "significant service" will be the approximate equivalent of teaching one additional class over the course of an academic year, the time devoted in a given year to "significant service" should be equivalent to the time devoted to teaching one three-to-four-hour class.

11.3.2.2.1 The activities listed below are some but not all examples of activities that count toward "significant service".

1. Effectively chairing or serving on a department, college, or university-level committee
2. Serving on the faculty Senate
3. Directing or coordinating a program
4. Directing and leading a study abroad program
5. Serving as a thesis director or student project director
6. Advising students
7. Implementing a departmental or college initiative or study
8. Coordinating service learning courses/activities
9. Developing new teaching materials or course plans for multiple sections
10. Engaging in service to the community that uses one's professional expertise
11. Serving as advisor to a student organization or activity (clubs, honorary societies, student case competitions, etc.)
12. Managing or supervising student internships, practicums, or projects
13. Serving on the board of an organization (professional, business, community, etc.)
14. Mentoring and/or evaluation of peers (adjuncts or graduate teaching assistants)
15. Regular and active participation in professional organization activities
16. Planning and coordination of WSU sponsored special events (such as language immersion days)
17. Presentations or participating on panel discussions for internal or external organization training seminars, workshops or meetings (CTL, staff development programs, external professional organization, community organization)
18. Participation in university activities such as campus open house, blood drive, student orientation, alumni relations/fund raising, and student recruitment
19. Coordinating or performing activities that support multiple sections of common or core classes within a discipline (textbook evaluation, assessment, TAG requirements, development of common syllabus or other materials, etc.)
20. Obtaining and maintaining professional licenses and/or certifications
21. Reviewing books, journals or other manuscripts
22. Coordinating a special project or task force
23. Participation in professional activities, either paid or unpaid, related to the faculty member's teaching discipline
24. Coordination or maintenance of labs
25. The equivalent of any of the above

The assigned duties of service for which a reduction in teaching is provided are not counted as significant service, as described and listed above. Extra initiatives and leadership in such a role, however, should be considered as contributing to significant service.

11.4 In preparation for the Chair's evaluation, all Members of the Bargaining Unit will submit to the Chair by January 31 a Faculty Activity Report (FAR) report of their teaching and service during the preceding three calendar years. If the Chair receives no FAR or an incomplete FAR from a Member, the Chair will use (1) the FAR (if any) that was submitted, including FARs received in previous years, and (2) any available student evaluation data. The chair has no obligation to use any other information.

11.4.1 In addition to any materials required by this Agreement, Bargaining Unit Faculty may include whatever material will provide evidence of successful teaching or service.

11.4.2 The Department Chair may use other written materials if they document the Chair's direct observation or are from identifiable sources. The Bargaining Unit Faculty Member shall be given a complete copy of such materials and provided the opportunity to respond to them in writing, and the Chair shall consider the Member's response in writing her or his annual evaluation.

11.4.3 The Department Chair will use, in the annual evaluation, all peer evaluations of teaching she or he has received (if any) pursuant to Section 13.5.2.3 and subsections.

11.4.4 After conducting the evaluations, the Department Chair will send to each Member of the Bargaining Unit a copy of his or her evaluation.

11.5 The Member who disagrees with the Chair's evaluation may send a written response to the Chair. This rebuttal shall be stapled to the original evaluation, forwarded to all other entities which receive a copy of the evaluation, and kept in the Department or College office.

11.6 The merit raise \( m \), for an individual Bargaining Unit Faculty Member will be determined as follows:

\[
m_j = \frac{p_j \times M}{2} + \frac{p_j \times b_j}{2} \times \frac{M}{2}
\]

where:

- \( M \) is the total merit pool for the Member's college \( M = \sum_{j=1}^{n} b_j \times r \)
- \( r \) is the percentage merit increase as specified in Sections 22.2.2 and 22.3.2.
- \( n \) is the number of Bargaining Unit Faculty in the Member's college
is the Member’s overall score rounded to the nearest \( \frac{10}{11} \) as specified in Section 11.2.6.

\( b \) is the Member’s base salary.

\( p \) and \( b \) are the overall score and base salary, respectively, for all the Bargaining Unit Faculty in the Member’s college. (Here, \( j \) is equal to 1, 2, 3, and so forth, up to \( m \)).

In colleges where some faculty are on academic year appointments and some faculty are on fiscal year appointments, merit raises \( m \) will be calculated as follows:

1. The base salary of each fiscal year faculty will be converted to an academic equivalent by multiplying each fiscal base salary \( b \) by \( 9/11 \)ths to obtain an adjusted base salary \( b' \).
2. These adjusted base salaries \( b' \) will be used in place of the corresponding fiscal base salaries \( b \) to compute an adjusted total merit pool \( M' \).
3. The adjusted base salaries and the adjusted total merit pool \( M' \) will be used to compute the merit raise \( m \) of each faculty member on an academic year appointment and the adjusted merit raise \( m' \) of each faculty member on a fiscal year appointment.
4. For each faculty member on a fiscal year appointment, this adjusted merit raise \( m' \) will be multiplied by \( 11/9 \)ths to determine the Member’s actual merit raise \( m_0 \).

In the event that the merit pool \( M \) calculated in accordance with Section 11.6 using the actual base salaries of all Bargaining Unit Faculty (fiscal and academic) is insufficient to cover the total of merit raises when calculated using the procedure outlined in Section 11.6.1, then the University will adjust the pool to provide sufficient funds.

A Bargaining Unit Faculty Member shall be eligible for merit pay (if merit pay is available) when the overall merit score is 2.0 or higher.

The merit raise for a Bargaining Unit Faculty Member who has no calculated overall score pursuant to Section 11.2.7 shall be computed by assigning the Member the average of the overall scores in her or his college pursuant to Section 11.2.1.

A Member who begins employment January 1 or later shall not be eligible for a salary increase during that calendar year. A statement in or attached to the offer letters for such Members will confirm that the base salary continues through the end of the first academic year (or, if applicable, fiscal year) of employment.

Annual Evaluation Grievances.

Grievances alleging that a Department Chair’s annual evaluation of a Bargaining Unit Faculty Member did not reasonably comply with a specific provision(s) of this Agreement may be filed relating to a single year’s evaluation.

Grievances pursuant to Section 11.7.1 must be filed not later than forty (40) days after a Bargaining Unit Faculty Member receives her or his annual evaluation or by June 1, whichever is later. Otherwise, procedures for such grievances are as specified in Article 16.

Grievances alleging that a Department Chair’s annual evaluations of a Bargaining Unit Faculty Member have been inconsistent with evaluations of other Members or in any other way
involved a pattern of faulty judgment or prejudicial treatment, must refer to a period of at least three years, beginning no more than five years prior to the filing of the grievance.

11.7.2.1 Upon receiving a grievance pursuant to Section 11.7.2 the AAUP-WSU and the University shall form a four-member Evaluation Appeals Committee consisting of two members selected by the AAUP-WSU and two members selected by the University. None of the Committee members may be from the appellant’s department.

11.7.2.2 The appellant’s current department chair will be given an opportunity to submit a written response to the grievance, and the appellant will be given an opportunity to comment on or rebut the department chair’s statement.

11.7.2.3 The Evaluation Appeals Committee shall review materials submitted by the appellant and any response submitted by the appellant’s department chair. In addition, the Committee may request that the appellant or other persons with knowledge of the case appear before the Committee or respond to the Committee’s questions in writing.

11.7.2.4 Following the review of materials and testimony relevant to the case, the Evaluation Appeals Committee will send to the Provost and to the AAUP-WSU a report stating whether or not a significant pattern of inconsistent evaluations is substantiated, the basis for its findings, and its determination of revised evaluations for the affected years.

11.7.2.5 If the Evaluation Appeals Committee revises any annual evaluations for the grievant, the University and the AAUP-WSU will jointly calculate the grievant’s current base salary as it would have been if the revised evaluations had been awarded in the affected years.

11.7.2.6 Because the decisions of the Evaluations Appeals Committee are final, grievances submitted to that committee are not subject to arbitration by an external arbitrator.

11.8 Because these new procedures and criteria represent a significant change from previous practice, the AAUP-WSU and the University will meet in April 2015, 2016 and 2017 to review whether scores have been assigned consistently within each college and in a manner consistent with the applicable criteria as specified elsewhere in this Article 11. If the parties are not able to agree on needed adjustments (if any), and AAUP-WSU believes either that scores have not been assigned in a consistent manner within each college, or that scores have been assigned in a manner not consistent with the applicable criteria, then AAUP-WSU can take the matter directly to arbitration as specified in Section 16.6 and subsections.